

OWNERS CORPORATION NOTIFICATION of MAKING RULES

Section 27E(1) Subdivision Act 1988
(when lodged with Plan)

Lodged by:

Name: Arnold Bloch Leibler
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Customer Code: (0500C)



Applicant: (full name and address including postcode)

Castlewell Pty Ltd of 1/5 Saltriver Place, Footscray VIC 3011

Plan No. PS600696N/S2

Owners Corporation No. 3

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation.

DATED the 21st day of November 2016

Signed

A handwritten signature in black ink, appearing to read "Dorian Marc Henneron", written over a horizontal line.

Signature of Australian Legal Practitioner
under the Legal Profession Uniform Law (Victoria) and agent for the Applicant

DORIAN MARC HENNERON
Arnold Bloch Leibler
Level 21, 333 Collins Street, Melbourne 3000
An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

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Page 1 of 1

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Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010
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OWNERS CORPORATION RULES

OWNERS CORPORATION PLAN NO. PS600696N No 3

1 INTERPRETATION

1.1 In these rules:

- (a) "Act" means the *Owners Corporation Act 2006* and associated regulations including the Regulations;
- (b) "Building" means the buildings on the plan of subdivision;
- (c) "Caretaker" means the person or entity appointed under the Caretaking Agreement;
- (d) "Caretaking Agreement" means a caretaking agreement entered into under rule 42;
- (e) "Castlewell" means Castlewell Proprietary Limited (ACN 080 534 069) its related bodies corporate, and their respective consultants, employees, agents and associates;
- (f) "Commercial Lots" means lots 8, 61, 62, 63, 64, 117 and 121 on the Plan of Subdivision;
- (g) "common property" means all of the land shown as common property on the Plan of Subdivision and includes all facilities, structures, plant, equipment, fittings, fixtures, improvements and other items on or forming part of that common property;
- (h) "lot" means a lot on the plan of subdivision;
- (i) "Managing Agent" means the person or company for the time being appointed by the Owners Corporation as its Managing Agent and a reference in these rules to the Owners Corporation shall, where there is such a Managing Agent, be construed as a reference to that Managing Agent unless the context otherwise requires;
- (j) "Owners Corporation" means the Owners Corporation on the Plan of Subdivision established pursuant to the Act and includes any Manager or committee that has been duly appointed and delegated by the Owners Corporation pursuant to the Regulations to assume certain powers and duties of the Owners Corporation and, in particular, to set the terms and conditions referred to in any of these rules.
- (k) "Proximity Card" means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or the common property;
- (l) "Plan of Subdivision" means plan of subdivision PS600696N;
- (m) "Regulations" means the Owners Corporation Regulations 2007 (as amended); and
- (n) "Residential Lot" means a lot that is constructed for use for residential purposes.

1.2 Unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) singular includes the plural and vice versa;
- (c) reference to a person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority;

- (d) reference to a thing includes part of that thing; and "including" and similar expressions are not words of limitation;
- (e) The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given. Without limiting the foregoing, these rules shall be read subject to the rights of Castlewell to conduct marketing activities on the common property until all of the lots on the plan of subdivision are sold, including:
 - (i) allowing invitees to have access to the common property in the company of a representative of Castlewell;
 - (ii) placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on the common property.

2 SUPPORT AND PROVISION OF SERVICES

- 2.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:
 - (a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
 - (b) the structural and functional integrity of any part of the common property is impaired; or
 - (c) the passage or provision of services through the lot or the common property is interfered with.
- 2.2 A proprietor or occupier of a lot must not install in that lot a safe or other item of greater mass than 100 kg when full or producing a floor loading of greater than 150 kg per square metre when full without the written consent of the Owners Corporation.

3 BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

- 3.1 A proprietor or occupier of a lot must not:
 - (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property;
 - (b) obstruct the lawful use of common property by any person;
 - (c) without limiting the generality of the foregoing, use hammer drills, jack hammers or other power tools in the lot between the hours of 4pm to 9am on weekdays nor at any time on weekends or public holidays;
 - (d) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8:00am;
 - (e) make or permit to be made any undue noise in or about the common property or any lot affected by the Owners Corporation;

OC033141V

22/11/2016 \$46.30 OCR



- (f) install or operate any intruder alarm which emits an audible signal other than a single internal piezo siren which meets Australian standards (i.e. not to sound for more than three (3) minutes and at approved decibel levels) without the approval of the Owners Corporation;
 - (g) allow any intruder alarm to cause nuisance by emitting frequent false alarms; or
 - (h) wash any motor vehicle in a lot or on common property;
- 3.2 A proprietor or occupier of a lot when on common property (or on any part of a lot so as to be visible from another lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.
- 3.3 A proprietor or occupier of a lot must not smoke nor allow persons under his or her control to smoke in the stairwells, lifts, foyers, car park lobbies, plant rooms or any other parts of the common property as the Owners Corporation or its Managing Agent may designate as non-smoking areas from time to time.
- 3.4 A proprietor or occupier of a lot must not dispose or permit disposal of cigarette butts, cigarette ash or any other materials on to common property.
- 3.5 A proprietor or occupier of a lot must ensure that any smoking conducted within a lot (including balconies or courtyards) must not create nuisance by smoke waft to other proprietors or occupiers.
- 3.6 A proprietor or occupier of a lot must not use or permit persons under his or her control to use on the common property, skateboards, roller skates or roller blades.
- 3.7 A proprietor or occupier of a lot must not use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other owners or occupiers of lots or their families or visitors.

4 CLEANING OF A LOT

- 4.1 A proprietor or occupier of a lot must keep that Lot clean and in good repair.
- 4.2 A proprietor or occupier of a lot must ensure its car parking space(s) and nearby Common Property are free of oil and like substances. If the Owners Corporation determines that a proprietor or occupier has caused any part of the Common Property to become stained by oil, petrol or a like substance near a proprietor's or occupier's car parking space(s) the Owners Corporation may give fourteen days notice to the proprietor or occupier to clean such part of the Common Property and if the proprietor or occupier fails to comply with such notice the Owners Corporation may carry out such cleaning and recover the cost from the proprietor.
- 4.3 Car parking spaces are only permitted to be used for the purposes of parking motorcycles, motor vehicles or bicycles and are not permitted to be used for the storage of any other goods or chattels which may only be stored in any properly constructed storage enclosure provided for this purpose (as outlined in paragraph 32 of these rules). If the Owners Corporation determines that a proprietor or occupier of a lot is in breach of this provision, the Owners Corporation may give fourteen days notice to the proprietor or occupier to remove any goods or chattels that are being stored and if the proprietor or occupier fails to comply with such notice the Owners Corporation may arrange for the disposal of the goods or chattels and recover the cost from the proprietor.

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22/11/2016 \$46.30 OCR



5 DAMAGE TO COMMON PROPERTY

- 5.1 A proprietor or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the Common Property.
- 5.2 A proprietor or occupier of a lot must not breach the fire regulations by installing unapproved dead locks or peep holes that would void the Owners Corporation insurance policy.

6 MOVING OF CERTAIN ARTICLES

- 6.1 A proprietor or occupier of a lot must not move any article of furniture or any other article likely to cause damage or obstruction through Common Property without first notifying the Owners Corporation in sufficient time to enable a representative of the Owners Corporation to be present.
- 6.2 A proprietor or occupier of a lot may only move an article of furniture or any other article likely to cause damage or obstruction through Common Property in accordance with directions of the Owners Corporation.
- 6.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Owners Corporation and the proprietor or occupier of a lot will inspect the Common Property through which such article is to be moved to establish its state of repair. The proprietor or occupier of a lot will be liable for any damage caused to the arising from the movement of the article.

7 INTERFERENCE WITH COMMON PROPERTY

- 7.1 A proprietor or occupier of a lot must not, without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must only use those articles for their intended use.
- 7.2 A proprietor or occupier of a lot must not, without the written authority of the Owners Corporation or its Managing Agent, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the common property.
- 7.3 A proprietor or occupier of a lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the Owners Corporation.
- 7.4 A proprietor or occupier of a lot must not install nor permit the installation of covering to any storage areas forming part of the lot other than as permitted by the Owners Corporation.
- 7.5 A proprietor or occupier of a lot must not modify any intercom, television aerial or communication system servicing that lot (excluding telephone connections) without the prior written consent of the Owners Corporation.

8 SECURITY OF COMMON PROPERTY

A proprietor or occupier of a lot must not do anything which may prejudice the security or safety of the common property.

OC033141V

22/11/2016 \$46.30 OCR



9 NOTIFICATION OF DEFECTS

A proprietor or occupier of a lot must promptly notify the Owners Corporation or its Managing Agent on becoming aware of any damage to or defect in the common property or any personal property vested in the Owners Corporation.

10 COMPENSATION TO OWNERS CORPORATION

The proprietor or occupier of a lot shall compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Owners Corporation caused by that proprietor or occupier or their respective tenants, licensees or Invitees.

11 RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

The Owners Corporation may take measures to ensure the security and to preserve the safety of the common property and the lots affected by the Owners Corporation from fire or other hazards including:

- (a) closing off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restricting the access to or use by proprietors or occupiers of any part of the common property;
- (b) permitting, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;
- (c) restricting by means of a Proximity Card the access of the proprietors or occupiers of one level of the lots to any other level of the lots.

12 PROXIMITY TOKEN

- 12.1 The Owners Corporation may charge a reasonable fee for any additional or replacement Proximity Token or Radio Frequency Remote Control required by a proprietor
- 12.2 The Owners Corporation may cancel any Proximity Card issued where a proprietor or occupier is in arrears in payment of Owners Corporation levies in excess of two (2) quarters.
- 12.3 A proprietor of a lot must exercise a high degree of caution and responsibility in making a Proximity Token or Radio Frequency Remote Control available for use by any occupier of a lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Proximity Token or Radio Frequency Remote Control to the proprietor or the Owners Corporation.
- 12.4 A proprietor or occupier of a lot in possession of a Proximity Token or Radio Frequency Remote Control must not without the written consent of the Owners Corporation duplicate the Proximity Token or Radio Frequency Remote Control or permit it to be duplicated and must take all reasonable precautions to ensure that the Proximity Token or Radio Frequency Remote Control is not lost or handed to any person other than another proprietor or occupier and is not disposed of other than by returning it to the Owners Corporation.
- 12.5 A proprietor or occupier of a lot must promptly notify the Owners Corporation if a Proximity Token or Radio Frequency Remote Control is lost or destroyed

OC033141V

22/11/2016 \$46.30 OCR



13 GARBAGE

- 13.1 A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 13.2 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
 - (b) recyclable items, must be stored in the area designated for the items by the Owners Corporation;
 - (c) all other garbage must be drained and securely wrapped in small parcels deposited in either the garbage skips or the garbage chute (where one is provided) situated on the common property,
 - (d) all cardboard boxes and packaging must be broken down and neatly placed in the proper receptacle in the garbage area;
- 13.3 Non household rubbish collections must be arranged directly with the Municipal Authority as part of their hard waste collections by telephoning the City of Maribyrnong hard waste collection line on 9688 0544. If a hard waste collection service is not provided by the City of Maribyrnong then the proprietor or occupier is responsible for making their own arrangements at their own expense for the disposal of waste of this type. The Owners Corporation has the right to dispose of any hard waste items left on the Common Property and charge the cost back to the relevant proprietor or occupier.
- 13.4 Proprietors and occupiers of lots acknowledge that the Owners Corporation is required to implement a waste management plan for the Building and the common property and will comply with such waste management plan as required from time to time by the Owners Corporation.

14 STORAGE OF FLAMMABLE LIQUIDS

A proprietor or occupier of a lot must not:

- (a) except with the written consent of the Owners Corporation, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
- (b) do or permit anything which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

15 PETS AND ANIMALS

- 15.1 A proprietor or occupier of a lot may keep an animal in his or her lot and may allow that animal access to the common property but must not keep any animal overnight in any courtyard or on any balcony or terrace.

OC033141V

22/11/2016 \$46.30 OCR



- 15.2 A proprietor or occupier of a lot must not keep any animal upon a lot or the common property after being given notice by the Owners Corporation to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance.
- 15.3 A proprietor or occupier of a lot must ensure that any animal in his or her control does not urinate or defecate on common areas including internal court yards or on any part of a lot which is visible from another lot, the common property or street.
- 15.4 A proprietor or occupier of a lot must ensure that any animal in his or her control is kept on a lead, carried or in a cage while on common property.

16 CONSENT OF OWNERS CORPORATION

A consent given by the Owners Corporation under these rules will, if practicable, be revocable and may be given subject to conditions including, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

17 ACCESS BY OWNERS CORPORATION

A proprietor or occupier of a lot must permit the Owners Corporation to enter its Lot to inspect, repair, maintain or replace any part of its lot, the common property or the Services, provided that the Owners Corporation must:

- (a) give at least three (3) days notice (except in the case of an emergency when no notice is required); and
- (b) act reasonably to minimise any inconvenience.

18 COMPLAINTS AND APPLICATIONS

Any complaint or application to the Owners Corporation must be addressed in writing to the Managing Agent, or where there is no Managing Agent, the secretary of the Owners Corporation.

19 VEHICLES ON COMMON PROPERTY

- 19.1 A proprietor or occupier of a lot must not park or leave a vehicle or permit a vehicle to be parked or left on common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purposes by the Owners Corporation;
- 19.2 A proprietor or occupier of a lot must observe any parking directions given orally or published by the Owners Corporation Manager from time to time in respect of parking.
- 19.3 A proprietor or occupier of a lot must not park or permit to be parked any vehicle or motor cycle other than within parking spaces (such vehicles must not protrude beyond the line markings of the car parking space) designated by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicle or motor cycle.

OC033141V

22/11/2016 \$46.30 OCR



20 STORAGE OF BICYCLES

A proprietor or occupier of a lot must not:

- (a) permit any bicycle to be stored in areas of the common property other than areas designated by the Owners Corporation or its Managing Agent for such purpose and fitted with bicycle racks; and
- (b) permit any bicycle to be brought into a lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated as non-bicycle areas by the Owners Corporation or its Managing Agent from time to time.

21 FIRE CONTROL

- 21.1 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 21.2 A proprietor or occupier of a lot must ensure compliance with all statutory, legal or other requirements relating to fire and fire safety in respect of the lot.
- 21.3 A proprietor or occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.
- 21.4 A proprietor or occupier of a lot must comply with all fire safety requirements applicable to occupiers of the Building and the directions of all persons authorised by the Owners Corporation to carry out inspection and maintenance of any Essential Services

22 SIGNS AND BLINDS

- (a) A proprietor or occupier of a lot must not erect or affix any sign or notice on or to the exterior of that lot or any part of the common property, except as required by law or as permitted by Rule 41.3(h).
- (b) A proprietor or occupier of a lot must not install or permit the installation of any awnings to the exterior of any lot or any part of the common property other than as permitted by the Owners Corporation.
- (c) A proprietor or occupier of a lot must not install or permit the installation of any window furnishings to the interior of any windows other than in accordance with the specifications approved by the Owners Corporation at the first meeting of the Owners Corporation.

23 APPEARANCE OF A LOT

23.1 A proprietor or occupier of a lot must not:

- (a) without prior written consent of the Owners Corporation maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the building;

OC033141V

22/11/2016 \$46.30 OCR



- (b) install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the Owners Corporation;
- (c) without the prior written consent of the Owners Corporation attach to or hang from the exterior of the lot any aerial or any security device or wires;
- (d) allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing.

23.2 A proprietor or occupier of a lot must not install any equipment or apparatus of any kind (including, any clothesline, blind, light fitting, sail or similar semi permanent cover or canopy, awning, air conditioning unit, antenna or satellite dish) which:

- (a) extends outside the boundaries of a lot;
- (b) is located on any balcony;
- (c) protrudes from any building or any balcony forming part of a lot;
- (d) is attached in any way to an external wall;

OC033141V

22/11/2016 \$46.30 OCR



without first obtaining the written consent of the Owners Corporation.

23.3 Without limiting rule 23.2 a proprietor or occupier must not affix a satellite dish or other antennae to any part of the common property or any lot.

23.4 Without limiting rule 23.2 a proprietor or occupier may not grow any creeping plant on or near an external wall of a lot or any common property.

23.5 Without limiting rule 23.2 a proprietor or occupier must ensure that clotheslines are not erected on any structure visible from any street including on the terrace or balcony areas of any lot.

23.6 A proprietor or occupier must ensure that the terrace and balcony areas of any lot are not used as storage areas or contain any structures not normally associated with use of those areas as a terrace or balcony.

23.7 A proprietor or occupier must not remove or alter any paving, tiling or concrete on any balcony, terrace or courtyard.

23.8 A proprietor or occupier must not install any floor covering (including but not limited to any artificial grass or matting) on any balcony, terrace or courtyard.

23.9 A proprietor or occupier must not alter, remove, extend or replace any privacy screen, courtyard fence or balustrade (including installing any additional screens or raising the height of any screen) from that which was originally installed on any balcony or courtyard as at the date that a Certificate of Occupancy for the lot was issued.

23.10 A proprietor or occupier must not locate any front door mat or any other item outside of any lot in the common property.

24 PAINTING, FINISHING, ETC

24.1 A proprietor or occupier of a lot must not paint, finish or otherwise alter any part of the external facade of any building.

24.2 A proprietor or occupier of a lot must not paint, finish or otherwise alter any part of any improvement forming part of the common property.

25 CLOTHES DRYING

25.1 A proprietor or occupier of a lot must not place or have any washing towel, bedding clothing or other article on the common property or any part of the lot which is visible from the exterior of the building.

25.2 A proprietor or occupier of a lot must not place, display or hang any chattel or item (including, any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property.

26 COMPLIANCE WITH RULES BY INVITEES

A proprietor or occupier of a lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these rules.

27 COMPLIANCE WITH LAWS

27.1 A proprietor or occupier of a lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the lot including, any requirements, notices and orders of any governmental authority.

27.2 A proprietor or occupier of a lot must not use or permit a lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other owner or occupier of any lot or the families or visitors of any such owner or occupier.

28 INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS

A proprietor or occupier of a lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation from time to time.

29 BUILDING WORKS

29.1 The proprietor or occupier of a lot must not undertake any building works within or about or relating to an owner's lot unless:

- (a) all requisite permits, approvals and consent under all relevant laws have been obtained and copies of them have been given to the secretary of the Owners Corporation; and
- (b) such works are undertaken strictly in accordance with those permits approvals and consents referred to in paragraph (a); and
- (c) such works are undertaken with a minimum of nuisance, annoyance, disturbance and inconvenience to other occupiers of lots.

OC033141V

22/11/2016 \$46.30 OCR



- 29.2 The proprietor or occupier of a lot must not proceed with any such works until the proprietor or occupier:
- (a) submits to the Owners Corporation plans and specifications of any works proposed by the proprietor or occupier which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings or water penetration i.e. balconies, of any component of the building;
 - (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors;
 - (c) receives written approval for those works from the Owners Corporation, which approval must not to be unreasonably withheld, but which approval may be given subject to the condition that the reasonable costs of the Owners Corporation giving such approval must be paid by the proprietor or occupier; and
 - (d) pays the costs referred to in Rule 29.2(c) to the Owners Corporation.
- 29.3 The proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common areas and on-site management and building protection, and hours of work and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein.
- 29.4 The proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants, agents and contractors undertaking such works observe the following restrictions in respect of the works:
- (a) building materials must not be stacked or stored in the front side or rear of the building;
 - (b) scaffolding must not be erected on the common property or the exterior of the building;
 - (c) construction work times must comply with the local laws of the City of Maribyrnong
 - (d) the exterior and common property of the building must at all times be maintained in a clean tidy and safe state; and
 - (e) construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- 29.5 A proprietor is not permitted to make (or allow to be made) any alterations to any lot that may affect the acoustic or fire rating of the separation between any lots or any lot and the common property. In the event that a proprietor proposes to change the material used for floor coverings in any part of a lot full details of the proposed changes together with an acoustic engineer's report certifying that the proposed changes comply with the Building Code of Australia must be submitted to the Owners Corporation for approval prior to any changes being effected and the changes cannot proceed without the prior written approval of the Owners Corporation.



- 29.6 Before any of the proprietor or occupier's works commence the proprietor or occupier must cause to be effected (and maintained during the period of the building works) a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.
- 29.7 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant lot or of the Owners Corporation in the case of common property.
- 29.8 The proprietor or occupier of a lot shall immediately make good all damage to and dirtying of the building, the common property or the services or therein which are caused by such works and, if the proprietor or occupier fails to immediately do so, the Owners Corporation may (in its absolute discretion) make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.
- 29.9 The proprietor or occupier of a lot must forthwith make good any damage resulting from such works or if the Owners Corporation elects to make good any such damage itself reimburse to the Owners Corporation the cost of making good any such damage.

30 SELLING AND LEASING

- 30.1 The proprietor or occupier of a lot must not without the prior written consent of the Owners Corporation affix or allow to be affixed any for sale or for lease boards on the common property or any lot.
- 30.2 The Owners Corporation in giving any consent under Rule 30.1 may stipulate the size and position of any such boards and is entitled also to stipulate the period during which such boards may remain in place including but not being limited to requiring such boards to be removed seven (7) days after the sale of the lot.

31 MOVING IN OR VACATING

31.1 Proprietors or occupiers intending to move furniture in or out of a lot must not:

- (a) do so without notifying the Caretaker at least 48 hours prior to the proposed move and without receiving approval from the Caretaker for the day and time of the proposed move; or
- (b) do so on a Sunday or public holiday; or
- (c) do so on a Saturday without paying the fee set by the Owners Corporation for the overtime attendance of the Caretaker.
- (d) do so without paying the security deposit of \$200 of which \$150 will be refunded;

31.2 Proprietors or occupiers moving furniture in or out at any time must not:

- (a) permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Caretaker;
- (b) permit any furniture or items to access or exit the building other than via the designated route;



- (c) permit any vehicles to restrict access to the car park
- (d) conduct operations so as to unduly restrict access of either proprietors or occupiers to the lobbies or restrict access to fire escapes;
- (e) damage the common property.

31.3 The proprietor or occupier moving in or out of the building will be liable to the Owners Corporation for any damage caused to the property in doing so. If any amount to be paid by a proprietor or occupier moving in or out is not paid within 14 days of the date of moving (and that resident is not the proprietor of the lot), then the Owners Corporation may recover the amount owed from the proprietor of the lot.

32 USE OF APPURTENANCES

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed, and the sweeping of rubbish or other unsuitable substances into the said appurtenances is not permitted. Any costs or expenses resulting from rectifying any damage or blockage caused shall be borne by the proprietor or occupier.

33 STORAGE CAGES

33.1 A proprietor or occupier of a lot must not install a storage cage or alter an existing storage cage in any way without first obtaining the written consent of the Owners Corporation, which consent may be refused or granted on certain conditions by the Owners Corporation at its absolute discretion.

33.2 A proprietor or occupier of a lot must ensure that all objects in storage cages do not exceed the height of the sides of the storage cages.

34 SHORT-TERM LEASE

A proprietor or occupier of a lot must not:

- (a) grant a lease, licence or other right to occupy that lot or any part of that lot for a period of less than three months, except where the occupier is overholding under the terms of a lease, licence or other right to occupy that had a term of at least three months; or
- (b) grant a lease, licence or other right to occupy any part of that lot which forms a car parking space independently of a lease, licence or right to occupy all of the relevant lot.

35 SIGNAGE & OTHER LICENCES

35.1 Notwithstanding anything else in these rules to the contrary, the Owners Corporation, in accordance with the powers and authorities conferred on it by or under the Owners Corporations Act 2006, has the power and authority to grant to Castlewell:

- (a) a licence to erect signs on the common property;

OC033141V

22/11/2016 \$46.30 OCR



- (n) a lease and licence for the provision of information technology infrastructure relating to broadband services to the building; and
- (o) a license to pass over and use the common property for the purposes of carrying out surveying, engineering and construction works.

35.2 A proprietor or occupier of the lot must not hinder or impede any counterparty mentioned in rule 35.1 from exercising its rights under any agreement entered into under rule 35.1.

36 PENALTY INTEREST

The Owners Corporation will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1993 on outstanding money.

37 RECOVERY OF THE OWNERS CORPORATION CONTRIBUTION FEES/LEGAL COSTS

A proprietor must pay on demand by the Owners Corporation all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expends in consequence of any default by the owner of a lot in the performance or observance of any item, covenant or condition contained in these rules, including recovery of Owners Corporation contribution fees.

38 WIND

During periods of high winds and on departing a lot a proprietor or occupier must ensure that all doors and windows are tightly closed. To minimise the likelihood of risk and damage to surrounding people or property during periods of high winds, all loose items are to be removed from balconies.

39 CASTLEWELL RIGHTS

39.1 Castlewell its mortgagees or chargees shall be and are by this rule, authorised by each and every Owners Corporation in the plan of subdivision to:

- (a) Notwithstanding the requirements of paragraph 3.1(c) use hammer drills, jack hammers or other power tools in any lot between the hours of 7.00am to 6.00pm on weekdays and Saturdays; and
- (b) Erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
- (c) Take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
- (d) Exclude all and any proprietors or occupiers of a lot from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and

OC033141V

22/11/2016 \$46.30 OCR



- (e) Grant rights to use or access through or over the Common Property to third parties on such terms and conditions as Castlewell or its mortgagee or chargee thinks fit; and
- (f) Use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works.
- (g) Carry out building works without complying with Rule 29.

39.2 The Owners Corporation will, within 7 days of being requested by Castlewell or its mortgagee or chargee, sign whatever consents authorities permits or other such documents as may be required to enable Castlewell or its mortgagee or chargee to complete the Development.

39.3 For the purposes of this rule 39 "Development" means the completion of construction of Stage 2 on Plan of Subdivision PS600696N and any other part of the development known as "Saltriver Place".

40 Use of Lots

40.1 A proprietor or occupier of a lot must not, and must ensure that lot or the common property is not used for a food service business or any other retail activity.

40.2 Without limiting Rule 40.1, a proprietor or occupier of a Residential Lot must not, and must ensure that the Residential Lot or the common property is not used for any trade, profession or business (other than letting the Residential Lot for residential accommodation to the same party for periods in excess of 3 months) nor permit any other person to do so, unless:

- (a) the person conducting the trade, profession or business is a full time resident of the lot and only operates a home office with a maximum of one (1) employee; and
- (b) the relevant planning scheme does not prohibit the relevant trade, profession or business to be carried on in a Residential Lot; and
- (c) the proprietor or occupier of a lot has obtained all necessary permits from the relevant authorities to enable the relevant trade, profession or business to be carried on in that Residential Lot.

41 Commercial Lots

41.1 This Rule 41 applies to proprietors and occupiers of Commercial Lots in addition to any other Rule.

41.2 The proprietor or occupier of a Commercial Lot must:

- (a) not use the Commercial Lot for any purpose other than as an office without the prior approval of not less than 90% of owners of lots, which approval may be withheld at the owners' absolute discretion and may be given conditionally or unconditionally;



- (b) apply for and obtain all necessary consents, permissions, approvals and licences to use the Commercial Lot as its own cost and on conditions that are satisfactory to the Owners Corporation in its absolute discretion;
- (c) at all times comply with each consent, permission, approval and licence and all Laws;
- (d) not allow or arrange for delivery or collection of goods or rubbish other than at times approved of by the Owners Corporation in writing;
- (e) take all reasonable precautions to keep its lot and the common property free from rodents, vermin, insects and other pests;
- (f) neatly break down and collapse all cardboard boxes and other packaging before depositing them in the areas designated by the Owners Corporation so that they take up as little space as reasonably possible;
- (g) comply with all health, noise and other Laws in carrying on the business from its lot;
- (h) not operate or allow access to a Commercial Lot for cleaning between the hours of 10.00pm and 7.00am;
- (i) not affix a sign to its lot or to the Common Property unless the lot is a west facing lot with external access located on the ground floor or a lot located in the basement levels of the Building and the sign:
 - (i) is only for the purposes of identifying the business carried on from its lot;
 - (ii) does not exceed 0.5 square metres in total area;
 - (iii) complies with the requirements of all Authorities; and
 - (iv) has first been approved by the Owners Corporation,

and a proprietor or occupier must make good any damage caused by the installation or removal of any sign affixed to its lot or to the common property and restore the common property to the condition it was in before the sign was installed.

42 Caretaking Agreement

42.1 Power to Appoint

In accordance with the Act, the Owners Corporation has the power to appoint and enter into an agreement or agreements with a Caretaker to provide caretaking, security, cleaning and other operational services for the Complex.

42.2 Caretaker's Duties

The Caretaker's duties may include:

- (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments;
- (b) attending to or supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation;

OC033141V

22/11/2016 \$46.30 OCR



- (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handy person and room cleaning;
- (d) supervising Owners Corporation employees and contractors;
- (e) providing security services to the Owners Corporation;
- (f) providing cleaning and gardening services to the Owners Corporation;
- (g) supervising the Complex generally;
- (h) anything else that the Owners Corporation agrees is necessary for the operation and management of the Complex; and
- (i) providing telecommunication services.

42.3 Caretaker to Comply

The Caretaker must comply with instructions from the Owners Corporation about performing its duties.

42.4 Only One Caretaking Agreement

The Owners Corporation must not, without the written consent of the Caretaker, enter into more than one Caretaking Agreement under this rule at any one time or revoke or vary this rule without the written consent of the Caretaker.

42.5 Provide for Payment

Any Caretaking Agreement entered into by the Owners Corporation pursuant to rule 42.1 will provide for the payment by the Owners Corporation to the Caretaker of remuneration, fees or other consideration for providing the caretaking services and undertaking the caretaking duties as provided for in the Caretaking Agreement.

42.6 No interference

A proprietor or occupier of a lot must not:

- (a) interfere with or obstruct the Caretaker from performing the Caretaker's duties under the Caretaking Agreement; or
- (b) interfere with or obstruct the Caretaker from using any part of the common property designated by the Owners Corporation for use by the Caretaker.

42.7 Restriction on competition

A proprietor or occupier of a lot must not, on any lot or the common property (except with the written consent of the Caretaker) conduct or participate in the conduct of the business of an on site caretaker or any other business activity that is an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in rule 42.2.

